TRADEMARK ASSIGNMENT 12-26-2006

Electronic Version v1.1 Stylesheet Version v1.1



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NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|-----------------------------------|----------------|---|
| TIC-HOLDINGS, INC. | | 11/30/2005 | CORPORATION: COLORADO |
| TIC-THE INDUSTRIAL COMPANY | | 11/30/2005 | CORPORATION: DELAWARE |
| PLT, INC. | | 11/30/2005 | CORPORATION: CALIFORNIA |
| TIC INTERNATIONAL, INC. | | 11/30/2005 | CORPORATION: COLORADO |
| TIC, THE INDUSTRIAL COMPANY WYOMING, INC. | | 11/30/2005 | CORPORATION: WYOMING |
| TIC-CANADA, INC. | | 11/30/2005 | CORPORATION: COLORADO |
| INTERNATIONAL BUILDERS, INC. | | 11/30/2005 | CORPORATION: COLORADO |
| GULF STATES, INC. | | 11/30/2005 | CORPORATION: COLORADO |
| WESTERN SUMMIT CONSTRUCTORS, INC. | | 11/30/2005 | CORPORATION: NEW MEXICO |
| TIC-CALGARY, ULC | | 11/30/2005 | Unlimited Liability Company: NOVA SCOTIA |
| TIC CANADA ULC | FORMERLY TIC CANADA (2002) ULC | 11/30/2005 | Unlimited Liability Company: NOVA SCOTIA |
| CANWEST CONSTRUCTORS, ULC | | 11/30/2005 | Unlimited Liability Company: NOVA SCOTIA |
| NATIONAL MILL DESIGNS, INC. | | 11/30/2005 | CORPORATION: COLORADO |
| KHAN EQUIPMENT COMPANY | | 11/30/2005 | CORPORATION: COLORADO |
| WH ENGINEERS, INC. | | 11/30/2005 | CORPORATION: COLORADO |
| TIC MAINTENANCE, INC. | | 11/30/2005 | CORPORATION: COLORADO |
| GSI WESTERN, INC. | | 11/30/2005 | CORPORATION: COLORADO |
| WESTERN SUMMIT OF NEW MEXICO, INC. | | 11/30/2005 | CORPORATION: NEW MEXICO |
| TIC - THE INDUSTRIAL COMPANY NEVADA, INC. | | 11/30/2005 | CORPORATION: NEVADA |
| TIC INTERNATIONAL PROJECTS COMPANY | | 11/30/2005 | CORPORATION: COLORADO |
| IBBERSON, INC. | | 11/30/2005 | CORPORATION: COLORADO |
| T.E. IBBERSON COMPANY | | 11/30/2005 | CORPORATION: COLORADO |
| IBBERSON ENGINEERING, INC. | | 11/30/2005 | CORPORATION: COLORADO |
| IBBERSON INTERNATIONAL, | | | |

| INC. | 11/30/2005 | CORPORATION: COLORADO |
|--------------------------|------------|--|
| CONTRACTOR INSIGHTS, LLC | 11/30/2005 | LIMITED LIABILITY COMPANY: COLORADO |

RECEIVING PARTY DATA

| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION (ADMINISTRATIVE AGENT) |
|-----------------|---|
| Street Address: | 1740 Broadway |
| City: | Denver |
| State/Country: | COLORADO |
| Postal Code: | 80210 |
| Entity Type: | NATIONAL BANKING ASSOCIATION: UNITED STATES |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark | |
|----------------------|----------|----------------------------|--|
| Registration Number: | 2951728 | CANYON VALLEY ELECTRIC | |
| Registration Number: | 2963404 | CVE CANYON VALLEY ELECTRIC | |
| Serial Number: | 78608622 | CAIR-TECH | |
| Serial Number: | 78732143 | CAIRTECH | |

CORRESPONDENCE DATA

Fax Number:

(303)866-0200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

3038617000

Email:

daniel.almanza@hro.com

Correspondent Name:

Daniel Almanza - Holme Roberts & Owen

Address Line 1:

1700 Lincoln St.

Address Line 2:

Suite 4100

Address Line 4:

Denver, COLORADO 80203

| ATTORNEY DOCKET NUMBER: | 23000-02590 |
|-------------------------|------------------|
| NAME OF SUBMITTER: | Daniel Almanza |
| Signature: | /daniel almanza/ |
| Date: | 12/01/2005 |

Total Attachments: 22 source=SFX12CF#page1.tif source=SFX12CF#page2.tif source=SFX12CF#page3.tif source=SFX12CF#page4.tif source=SFX12CF#page5.tif



GLOBAL RATIFICATION, AMENDMENT AND JOINDER AGREEMENT

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This RATIFICATION, AMENDMENT AND JOINDER AGREEMENT, dated as of November 30, 2005 (this "Agreement"), is made by and among WELLS FARGO BANK, NATIONAL ASSOCIATION, individually and as administrative agent (the "Administrative Agent") for the financial institutions that are from time to time parties to the Amended and Restated Credit Agreement referred to in Recital G below (collectively, the "Lenders"), and the Borrowers and Canadian Guarantors referred to below. Capitalized terms used but not defined herein or on Schedule 1 attached hereto shall have the meanings set forth in the Amended and Restated Credit Agreement.

RECITALS

- A. As used in this Agreement, the "Existing Borrowers" means, collectively, TIC HOLDINGS, INC., a Colorado corporation, TIC-THE INDUSTRIAL COMPANY, a Delaware corporation, WESTERN SUMMIT CONSTRUCTORS, INC., a New Mexico corporation, PLT, INC., a California corporation, TIC INTERNATIONAL, INC., a Colorado corporation, TIC-THE INDUSTRIAL COMPANY WYOMING, INC., a Wyoming corporation, TIC-CANADA, INC., a Colorado corporation, INTERNATIONAL BUILDERS, INC., a Colorado corporation and GULF STATES, INC., a Colorado corporation.
- B. As used in this Agreement, the "<u>Canadian Guarantors</u>" means, collectively, TIC-CALGARY, ULC, a Nova Scotia unlimited liability company, TIC CANADA ULC (formerly known as TIC Canada (2002) ULC), a Nova Scotia unlimited liability company and CANWEST CONSTRUCTORS, ULC, a Nova Scotia unlimited liability company ("<u>Canwest</u>").
- C. As used in this Agreement, the "New Borrowers" means, collectively, NATIONAL MILL DESIGNS, INC., a Colorado corporation, KHAN EQUIPMENT COMPANY, a Colorado corporation, WH ENGINEERS, INC., a Colorado corporation, TIC MAINTENANCE, INC., a Colorado corporation, GSI WESTERN, INC., a Colorado corporation, WESTERN SUMMIT OF NEW MEXICO, INC., a New Mexico corporation, TIC THE INDUSTRIAL COMPANY NEVADA, INC., a Nevada corporation, TIC INTERNATIONAL PROJECTS COMPANY, a Colorado corporation, IBBERSON, INC. a Colorado corporation, T.E. IBBERSON COMPANY, a Colorado corporation, IBBERSON ENGINEERING, INC., a Colorado corporation. IBBERSON INTERNATIONAL, INC., a Colorado corporation, and CONTRACTOR INSIGHTS, LLC, a Colorado limited liability company.
- D. The Existing Borrowers together with the New Borrowers are referred to in this Agreement and the Amended and Restated Credit Agreement collectively as the "Borrowers".
- E. The Existing Borrowers, the Administrative Agent and the Lenders entered into that certain Credit Agreement, dated as of September 19, 2003 (such Credit Agreement, as heretofore supplemented or amended, the "Original Credit Agreement"), providing for, among other things, loans in the maximum principal amount of \$120,000,000 to be made by the Lenders to the Borrowers thereunder. The loans made pursuant to the Original Credit

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Agreement are evidenced by certain promissory notes, all dated September 19, 2003, made by the Borrowers payable to the order of the Lenders in the original aggregate principal amount of \$120,000,000 and maturing on September 19, 2007 (such promissory notes, as heretofore supplemented or amended, the "Original Notes").

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- F. The payment of the Original Notes and the performance of all obligations of the Existing Borrowers under the Original Credit Agreement and related documents are secured by certain security and other documents as described therein, including without limitation the security documents and other documents listed on <u>Schedule 1</u> attached hereto and made a part hereof (as heretofore supplemented or amended, collectively the "<u>Security Documents</u>").
- G. Contemporaneously herewith, at the request of the Borrowers, (i) the indebtedness evidenced by the Original Credit Agreement and the Original Notes is being renewed, extended and refinanced, (ii) the New Borrowers are joining the Existing Borrowers in such renewal, extension and refinancing and (iii) the Original Credit Agreement is being amended and restated by that certain Amended and Restated Credit Agreement, dated as of November 30, 2005, among the Borrowers, the Administrative Agent and the Lenders named therein (as further amended, modified or supplemented, the "Amended and Restated Credit Agreement").
- H. It is a condition precedent in the Amended and Restated Credit Agreement that, among other things: (i) the parties hereto shall amend and ratify the Security Documents on the terms and conditions set forth herein, (ii) Canwest shall execute and deliver a security agreement substantially in the form of the Canadian Security Agreement, (iii) the Canadian Guarantors shall enter into a Guaranty in form and substance satisfactory to the Administrative Agent (the "New Guaranty"), and (iv) the New Borrowers and the Canadian Guarantors shall become parties to the Security Documents as provided herein, it being the intention of the parties hereto that all of the guarantees, liens and security interests provided for in the Security Documents, as amended and ratified hereby, shall continue and shall secure the Existing Borrowers', the New Borrowers' and the Canadian Guarantors obligations under the Amended and Restated Credit Agreement and the Credit Documents.

NOW THEREFORE, in consideration of the premises and the mutual agreements therein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

ARTICLE I. AMENDMENTS AND RATIFICATION

Security Agreement to the term (i) "Credit Agreement" shall be deemed to be references to the Amended and Restated Credit Agreement, (ii) "Grantor" shall be deemed to be references to the New Borrowers, the Existing Borrowers and the Canadian Guarantors, and (iii) "Lenders" shall be deemed to be references to the Lenders that are from time to time party to the Amended and Restated Loan Agreement. In addition, the U.S. Security Agreement is further amended as follows:

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(a) The definition of "Deposit Account" in the U.S. Security Agreement is deleted in its entirety, and substituted therefor is the following:

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"Deposit Account" means any "deposit account" as such term is defined in Section 9 102(a)(29) of the UCC (or any other then applicable provision of the UCC), and should include, without limitation, any demand, time, savings passbook or like account, now or hereafter maintained by or for the benefit of any Grantor, or in which any Grantor now holds or hereafter acquires any interest, with a bank, savings and loan association, credit union or like organization (including the Administrative Agent) and all funds and amounts therein, whether or not restricted or designated for a particular purpose, and includes without limitation all deposit accounts listed on Schedule III hereto.

(b) The definition of "Vehicle" in the U.S. Security Agreement is deleted in its entirety, and substituted therefor is the following:

"Vehicle" means any device which is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks that has a fair market value in excess of \$50,000.00.

(c) Section 5.1 in the U.S. Security Agreement is amended by adding a new sentence at the end thereof as follows:

"Without limiting the foregoing, each Grantor agrees and covenants that, promptly after obtaining any certificate or instrument representing or evidencing any Investment Property, such Grantor shall deliver such certificate or instrument to, and it shall be held by, the Administrative Agent on behalf of the Lenders pursuant hereto, each such certificate or instrument to be in suitable form for transfer by delivery and shall be accompanied by all necessary instruments of transfer or assignment, duly executed in blank and undated, all in form and substance satisfactory to Administrative Agent."

- Section 1.2 <u>Amendments to IP Security Agreement</u>. All references in the IP Security Agreement to the term (i) "Credit Agreement" shall be deemed to be references to the Amended and Restated Credit Agreement, (ii) "Grantor" shall be deemed to be references to the New Borrowers, the Existing Borrowers and the Canadian Guarantors, and (iii) "Lenders" shall be deemed to be references to the Lenders that are from time to time party to the Amended and Restated Credit Agreement.
- Section 1.3 Amendments to the Trademark Grant. All references in the in the Trademark Grant to the term (i) "Credit Agreement" shall be deemed to be references to the Amended and Restated Credit Agreement, (ii) "Grantor" shall be deemed to be references to the New Borrowers, the Existing Borrowers and the Canadian Guarantors, and (iii) "Lenders" shall be deemed to be references to the Lenders that are from time to time party to the Amended and Restated Credit Agreement.
- Section 1.4 <u>Termination of the Canadian Guaranty</u>. The Canadian Guaranty is hereby terminated, provided that (i) all provisions therein that provide that such provisions

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survive termination shall survive to the extent so provided and (ii) nothing herein shall relieve any party thereto (other than the Administrative Agent) of any obligations thereunder existing as of the effective date hereof, all of which shall survive and continue and shall constitute Obligations under the Amended and Restated Credit Agreement and Guaranteed Obligations under the New Guaranty.

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- Section 1.5 <u>Ratification by Existing Borrowers</u>. Except as amended in this Article I of this Agreement, the Existing Borrowers hereby ratify the Security Documents listed on Part A of <u>Schedule 1</u> and acknowledge that the provisions of such Security Documents remain in full force and effect. The liens and security interests created pursuant to such Security Documents are renewed and extended as security for all Obligations under the Amended and Restated Credit Agreement and the Credit Documents. Each Existing Borrower represents and warrants that the representations and warranties made by it as a Grantor under the U.S. Security Agreement, the IP Agreement and the Trademark Grant are true and correct on and as of the date hereof.
- Section 1.6 <u>Ratification by Canadian Guarantors</u>. The Canadian Guarantors (other than Canwest) hereby ratify the Canadian Security Agreement and acknowledge that the provisions of the Canadian Security Agreement remain in full force and effect. The liens and security interests created pursuant to the Canadian Security Agreement are renewed and extended as security for all Obligations under the Amended and Restated Credit Agreement and the Credit Documents. Each Canadian Guarantor (other than Canwest) represents and warrants that the representations and warranties made by it as a Debtor under the Canadian Security Agreement are true and correct on and as of the date hereof.
- Security Agreement are replaced in their entirety with Schedules III, IV, V and VI attached hereto. Schedule A to Attachment 1 to the IP Security Agreement is replaced in its entirety with Schedule A to Attachment 1 attached hereto. Schedule A to Attachment 1 attached hereto. Schedule A to Attachment 1 to the Security Agreement, which is annexed to the Trademark Grant, is hereby replaced in its entirety with Schedule A hereto.
- Section 1.8 <u>Effect of Amendments and Ratifications</u>. If there is a conflict between the terms of this Agreement and those of the Security Documents, the terms of this Agreement shall control.

ARTICLE II. JOINDER

Section 2.1 <u>Joinder by New Borrowers and Canadian Guarantors</u>. Each New Borrower and each Canadian Guarantor hereby joins in the U.S. Security Agreement, the IP Agreement and the Trademark Grant, all as amended in Article I of this Agreement, and shall be deemed to be "Grantors" (as such term is defined therein) under such Security Documents. From the date hereof, the New Borrowers and each Canadian Guarantor shall be bound by the terms of the U.S. Security Agreement, the IP Agreement and the Trademark Grant, all as amended, and shall perform all of the obligations of a "Grantor" under such Security Documents and all related agreements. Each New Borrower and each Canadian Guarantor represents and warrants that the representations and warranties made by it as a Grantor under the U.S. Security Agreement, the IP Agreement and the Trademark Grant are true and correct on and as of the date hereof. Without limiting the foregoing, each New Borrower and each

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Canadian Guarantor, as security for the full, complete and final payment when due (whether at stated maturity, by acceleration or otherwise), performance and observance of all the Obligations, and in order to induce the Administrative Agent and the Lenders to enter into the Amended and Restated Credit Agreement and to make loans and other financial accommodations available to and for the benefit of the Borrower and each Canadian Guarantor upon the terms and subject to the conditions thereof, hereby assigns, conveys, mortgages, pledges, grants, hypothecates and transfers to the Administrative Agent a security interest in and to all of such New Borrower's and such Canadian Guarantor's right, title and interest in, to and under the Collateral (as defined in the U.S. Security Agreement, the IP Agreement and the Trademark Grant), whether now owned or hereafter acquired by such New Borrower or such Canadian Guarantor or which such New Borrower or such Canadian Guarantor now holds or hereafter acquires any interest.

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- Section 2.2 <u>Agreement by Canwest</u>. Canwest hereby agrees to enter a security agreement substantially in the form of the Canadian Security Agreement.
- Section 2.3 <u>Agreement by Canadian Guarantors</u>. Each Canadian Guarantor agrees to enter into the New Guaranty.

ARTICLE III. MISCELLANEOUS

- Section 3.1 <u>Addresses</u>. For the purposes hereof, the addresses of the parties shall be as shown beside their signatures hereto.
- Section 3.2 <u>Choice of Law.</u> THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF COLORADO, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS; PROVIDED THAT SECTION 1.6 SHALL BE CONSTRUED AND BE ENFORCEABLE UNDER AND IN ACCORDANCE WITH THE LAWS APPLICABLE IN ALBERTA, CANADA.
- Section 3.3 <u>Counterparts</u>. This Agreement is being executed in several counterparts, all of which are identical. This Agreement may be executed by the different parties hereto in separate counterparts. All of such counterparts together constitute one and the same instrument.
- Section 3.4 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permissible assigns.
- Section 3.5 <u>Credit Document.</u> This Agreement shall be considered a "Credit Document", as such term is defined in the Amended and Restated Credit Agreement. This Agreement is a supplement to each of the U.S. Security Agreement, the IP Agreement and the Trademark Grant Agreement, and such agreements are hereby incorporated herein by reference.
- Section 3.6 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE

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CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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- Section 3.7 <u>Restatement.</u> The parties hereto each agree that effective as of the Restatement Date, the following transactions shall be deemed to occur automatically, without further action by any party hereto:
- (i) the U.S. Security Agreement, the IP Security Agreement, the Trademark Grant and the Canadian Security Agreement shall be deemed to be amended as set forth in Article I of this Agreement;
- (ii) the Amended and Restated Credit Agreement and the Notes delivered in connection with the Amended and Restated Credit Agreement are given in replacement, renewal and extension of, but not extinguishing the indebtedness evidenced by, the Original Credit Agreement, the Original Notes and the Credit Documents, and shall not be novations thereof. All liabilities and obligations outstanding under the Original Credit Agreement, the Original Notes and the Credit Documents shall, to the extent not paid on the date of this Agreement, be extended and renewed so as to continue and shall be obligations outstanding under the Amended and Restated Credit Agreement; and
- (iii) all guarantees, security interests and collateral securing the obligations in connection with, pursuant to or under the Original Credit Agreement shall continue in full force and effect to secure the Obligations under the Amended and Restated Credit Agreement.
- Section 3.8 Further Assurances. Each Borrower agrees that, at any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of the Borrower, the Borrower shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Administrative Agent may reasonably deem desirable to obtain the full benefits of this Agreement and the Security Documents and of the rights and powers herein and therein granted.
- Section 3.9 <u>Filing in Patent and Trademark Office</u>. Each Borrower and each Canadian Guarantor authorizes the Administrative Agent to file a copy of this Agreement in the United States Patent and Trademark Office.

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IN WITNESS WHEREOF, the Borrowers, the Lenders and the Administrative Agent have caused this Agreement to be executed as of the date first above written.

BORROWERS:

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TIC HOLDINGS, INC. TIC-THE INDUSTRIAL COMPANY WESTERN SUMMIT CONSTRUCTORS, INC. PLT, INC. TIC INTERNATIONAL, INC. TIC-THE INDUSTRIAL COMPANY WYOMING, INC. TIC-CANADA, INC. INTERNATIONAL BUILDERS, INC. **GULF STATES, INC.** NATIONAL MILL DESIGNS, INC. KHAN EQUIPMENT COMPANY WH ENGINEERS, INC. TIC MAINTENANCE, INC. GSI WESTERN, INC. WESTERN SUMMIT OF NEW MEXICO, INC. TIC-THE INDUSTRIAL COMPANY NEVADA, INC. TIC INTERNATIONAL PROJECTS **COMPANY** IBBERSON, INC. T.E. IBBERSON COMPANY IBBERSON ENGINEERING, INC. IBBERSON INTERNATIONAL, INC.

| Vice President of each of the above |
|-------------------------------------|
| CONTRACTOR INSIGHTS, LLC |
| |
| James F. Kissane, Manager |

Signature Page to Global Ratification, Amendment and Joinder Agreement

CANADIAN GUARANTORS:

TIC - CALGARY, ULC

By:
Name: John C. Paul
Title: President

TIC CANADA ULC

By:
Name: John B. Harris
Title: Assistant Secretary

CANWEST CONSTRUCTORS, ULC

James F. K(ssape) Vice President

Signature Page to Global Ratification, Amendment and Joinder Agreement

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ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: MY

Randall Schmidt, Vice President

Signature Page to Global Ratification, Amendment and Joinder Agreement

Schedule 1 to Global Ratification, Amendment and Joinder Agreement

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Part A

- 1. Security Agreement dated as of September 19, 2003, executed by the Existing Borrowers in favor of the Administrative Agent for the benefit of the Lenders (as amended, modified or replaced from time to time, the "<u>U.S. Security Agreement</u>").
- 2. Security Agreement (Intellectual Property) dated as of September 19, 2003, executed by the Existing Borrowers in favor of the Administrative Agent for the benefit of the Lenders (as amended, modified or replaced from time to time, the "IP Security Agreement").
- 3. Grant of Security Interest Trademarks dated as of September 19, 2003, executed by the Existing Borrowers in favor of the Administrative Agent for the benefit of the Lenders (as amended, modified or replaced from time to time, the "Trademark Grant").

Part B

- 1. General Security Agreement dated as of September 19, 2003, executed by TIC Canada (2002) ULC, TPC Fabricators, Inc. and TIC-Calgary, ULC in favor of the Administrative Agent for the benefit of the Lenders (as amended, modified or replaced from time to time, the "Canadian Security Agreement").
- 2. Secured Continuing Joint and Several Corporate Guarantee dated as of September 19, 2003, executed by TIC Canada (2002) ULC, TPC Fabricators, Inc. and TIC-Calgary, ULC in favor of the Administrative Agent for the benefit of the Lenders ("Canadian Guaranty").

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SCHEDULE V VEHICLES

| | | Vehicle Identification | | | |
|-------|----------------------------------|------------------------|-------------------|------|-----------|
| Unit | Description | Location | Number (VIN) | YR | Make |
| 10462 | TRAILER,48WLDR TRNG,GRT DANE | Steamboat, CO | 1GRAA9622JB117931 | 1988 | GREATDANE |
| 10463 | TRAILER, WELDING TRNG, GREAT DAN | Steamboat, CO | 1GRAA9629KWO10904 | 1989 | GREATDANE |
| 3743 | LUBETRUCK, DSL 4T 4X6, INT'L 96 | Littleton, CO | 1HTSXADR9TH263449 | 1996 | INTL |
| 72600 | MECHTRUCK,2.5T 6X4 DSL,PBLT 97 | Savannah, GA | 3BPNHD7X3VF428503 | 1997 | PETERBILT |
| 72520 | MECHTRK,2.5T 2X4 DSL, KEN Bo | Littleton, CO | 2NKMHD7X52M898538 | 2002 | KENWORTH |
| 73600 | PICKUP,F750,FORD'05 W/VACMASTE | Steamboat, CO | 3FRXF75T65V122145 | 2005 | FORD |

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SCHEDULE VI BORROWER'S PRINCIPAL PLACES OF BUSINESS

See Schedule 4.01(h) – Property Addresses, to the Amended and Restated Credit Agreement

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SCHEDULE A TO ATTACHMENT 1 TO IP SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

| MARK | SERIAL NO./ DATE FILED | REGISTRATION NO. | DATE REGISTERED |
|---|---------------------------|------------------|--------------------|
| TIC POWERED BY PEOPLE | 75/128768 | 2,069,684 | 6/10/97 |
| POWERED BY PEOPLE | 75/128770 | 2,069,685 | 6/10/97 |
| TIC and Design | 74/124494 | 1,728,154 | 10/27/92 |
| TIC THE INDUSTRIAL COMPANY and Design | 74/124487 | 1,724,244 | 10/13/92 |
| WESTERN SUMMIT and Design | 75/547072 | 2,328,322 | 3/14/00 |
| WESTERN SUMMIT | 75/546809 | 2,334,750 | 3/28/00 |
| IBBERSON INTERNATIONAL, INC. (Miscellaneous design) | 76/321728 | 2597923 | 7/23/02 |
| IBBERSON INTERNATIONAL, INC. | 76/321698 | 2,604,608 | 8/6/02 |
| IBBERSON ENGINEERING, INC. (Logo and design) | 76/321729 | 2570138 | 5/14/02 |
| IBBERSON ENGINEERING, INC. | 76/321731 | 2,604,611 | 8/6/02 |
| IBBERSON, Inc. (Logo) | 76/321735 | 2,680,195 | 1/28/03 |
| IBBERSON, INC. (Word Mark) | 76/321732 | 2,680,192 | 01/28/03 |
| IBBERSON USA (Word Mark) | 76/321733 | 2,680,193 | 01/28/03 |
| IBBERSON USA (Logo) | 76/321734 | 2,680,194 | 01/28/03 |
| T.E. IBBERSON COMPANY (Logo) | 76/321736 | 2,680,196 | 01/28/03 |
| T.E. IBBERSON COMPANY (Word Mark) | 76/321737 | 2,694,934 | 3/11/03 |
| SPANTEC | (Allow to expire 6/14/04) | 2,245,434 | 5/18/99 |
| TESTRONICS | 78/235243 | 2,881,500 | 4/8/03 |

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| MARK | SERIAL NO./ DATE FILED | REGISTRATION NO. | DATE REGISTERED |
|------|---------------------------|------------------|--------------------|
| TICH | 78/276844 | Pending | |

TIC TRADEMARKS AND APPLICATIONS - CANADA

| MARK | SERIAL NO./DATE FILED | REGISTRATION NO. | DATE REGISTERED |
|-------------------------|--------------------------------------|------------------|--------------------|
| TIC Canada | 1,164,917 | TMA608,420 | 4-23-04 |
| TIC Canada / horizontal | 1,164,918 | TMA608142 | 5-3-04 |
| TIC Canada / vertical | 1,164,916 | TMA609421 | 4-23-04 |
| SPANTEC AND DESIGN | (Allow to expire when due – 3-11-13) | TMA491,218 | 3/11/98 |

TIC TRADEMARKS AND APPLICATIONS - INDONESIA

| MARK | SERIAL NO./ DATE FILED | REGISTRATION NO. | DATE REGISTERED |
|------------------------------|---------------------------|------------------------|--------------------------------|
| TIC – The Industrial Company | 9/25/93 | 322,236 and 322,237 | 1/2/95 (Renewal pending) |

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| CVE Canyon Valley Electric (Word Mark) | 78/411030 | 2,951,728 | 5/17/05 |
|---|-------------------------|-----------|---------|
| CVE Canyon Valley Electric (Logo) | 78/411013 | 2,963,404 | 6/21/05 |
| CAIR-Tech | 78/608622 (4/14/05) | Pending | |
| CAIRtech | 78/732143 (10/12/05) | Pending | |

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SCHEDULE A TO TRADEMARK GRANT

| MARK | SERIAL NO./ DATE FILED | REGISTRATION NO. | DATE REGISTERED |
|-------------------------------|---------------------------|------------------|--------------------|
| TIC POWERED BY PEOPLE | 75/128768 | 2,069,684 | 6/10/97 |
| | | | |
| POWERED BY PEOPLE | 75/128770 | 2,069,685 | 6/10/97 |
| TIC I D | 74/124494 | 1,728,154 | 10/27/92 |
| TIC and Design | /4/124494 | 1,720,134 | 10/2/192 |
| TIC THE INDUSTRIAL | 74/124487 | 1,724,244 | 10/13/92 |
| COMPANY and Design | | | |
| WESTERN SUMMIT and | 75/547072 | 2,328,322 | 3/14/00 |
| Design | | <u> </u> | |
| WESTERN SUMMIT | 75/546809 | 2,334,750 | 3/28/00 |
| IBBERSON | 76/321728 | 2597923 | 7/23/02 |
| INTERNATIONAL, INC. | · | | |
| (Miscellaneous design) | | | |
| IBBERSON | 76/321698 | 2,604,608 | 8/6/02 |
| INTERNATIONAL, INC. | | | |
| IBBERSON ENGINEERING, | 76/321729 | 2570138 | 5/14/02 |
| INC. (Logo and design) | 76/321731 | 2,604,611 | 9/6/02 |
| IBBERSON ENGINEERING, INC. | /0/321/31 | 2,004,011 | 8/6/02 |
| IBBERSON, Inc. | 76/321735 | 2,680,195 | 1/28/03 |
| (Logo) | 10,32133 | 2,000,173 | 1120103 |
| IBBERSON, INC. | 76/321732 | 2,680,192 | 01/28/03 |
| (Word Mark) | | | |
| IBBERSON USA | 76/321733 | 2,680,193 | 01/28/03 |
| (Word Mark) | <u> </u> | | |
| IBBERSON USA | 76/321734 | 2,680,194 | 01/28/03 |
| (Logo) | | | |
| T.E. IBBERSON COMPANY | 76/321736 | 2,680,196 | 01/28/03 |
| (Logo) | 76/001/707 | 0.604.004 | 1 |
| T.E. IBBERSON COMPANY | 76/321737 | 2,694,934 | 3/11/03 |
| (Word Mark) | (A 114 | | 7/19/00 |
| SPANTEC | (Allow to | 2,245,434 | 5/18/99 |
| TECTRONICS | expire 6/14/04) 78/235243 | 2 001 500 | 4/9/02 |
| TESTRONICS | 18/233243 | 2,881,500 | 4/8/03 |
| TICH | 78/276844 | Pending | |

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| CVE Canyon Valley Electric (Word Mark) | 78/411030 | 2,951,728 | 5/17/05 |
|--|-------------------------|-----------|---------|
| CVE Canyon Valley Electric (Logo) | 78/411013 | 2,963,404 | 6/21/05 |
| CAIR-Tech | 78/608622 (4/14/05) | Pending | |
| CAIRtech | 78/732143 (10/12/05) | Pending | |

TIC TRADEMARKS AND APPLICATIONS - CANADA

| MARK | SERIAL NO./DATE FILED | REGISTRATION NO. | DATE REGISTERED |
|-------------------------|--|---------------------|--------------------|
| TIC Canada | 1,164,917 | TMA608,420 | 4-23-04 |
| TIC Canada / horizontal | 1,164,918 | TMA608142 | 5-3-04 |
| TIC Canada / vertical | 1,164,916 | TMA609421 | 4-23-04 |
| SPANTEC AND DESIGN | (Allow to expire when due – 3-11-13) | TMA491,218 | 3/11/98 |

TIC TRADEMARKS AND APPLICATIONS - INDONESIA

| MARK | SERIAL NO./ DATE FILED | REGISTRATION NO. | DATE REGISTERED |
|------------------------------|---------------------------|------------------|--------------------|
| TIC - The Industrial Company | 9/25/93 | 322,236 and | 1/2/95 |
| | | 322,237 | (Renewal |
| • | | 1 | pending) |

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RECORDED: 12/01/2005

TRADEMARK REEL: 003473 FRAME: 0681 **3**.